

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into this 1 day of April, 2009, by and between JOSE PRADO (hereinafter referred to as "PRADO"), and the COUNTY OF LOS ANGELES, (hereinafter referred to as the "COUNTY"), and hereinafter collectively referred to as "the Parties".

RECITALS

A. Jose Prado filed a lawsuit entitled *Jose Prado vs. County of Los Angeles, et al.*, TC021501, against the COUNTY of Los Angeles alleging EMTALA violations and intentional infliction of emotional distress, causing him physical, emotional, and financial damage. The COUNTY Defendants filed an answer denying the allegations.

B. PRADO and COUNTY wish to settle fully and finally all controversies and differences arising out of PRADO'S claims.

AGREEMENT

Therefore, in consideration of the mutual promises herein contained; the Parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2 of this Agreement and Release, PRADO, his heirs, guardians, representatives, successors, attorneys, and assigns hereby completely release and forever discharge COUNTY and each of their present and former agents, directors, officers, employees,

representatives, departments, attorneys, and all persons acting by, through, under, or in concert with any of them, from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses (including attorneys' fees and costs actually incurred), known or unknown, suspected or unsuspected, including, but not limited to, any tort, or any federal, state or other governmental statute, regulation, or ordinance, arising out of, or connected to, any claims, which PRADO at any time had, owned or held, or claims to have, own or hold against COUNTY, its agents and employees, which accrued up to and including the date of the execution of this Agreement, regarding those allegations described in the Recitals above.

1.2 PRADO expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and/or similar provisions of law, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release, which if known by him must have materially affected her settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, PRADO expressly acknowledges that this Settlement Agreement and General Release is intended to include in its effect,

without limitation, all claims which PRADO did not know or suspect to exist at the time of the execution of this Agreement and Release arising out of or in connection with his injuries and claims, as set forth above, and that this Settlement Agreement and General Release contemplates the extinguishment of any and all such claim(s).

1.3 PRADO agrees to, and shall, abandon the prosecution of all claims, legal remedies, and legal causes of action arising from, or growing out of ALL incidents against the COUNTY which are the subject of the litigation entitled *Jose Prado vs. County of Los Angeles, et al.*, TC021501, and will execute and sign, and deliver to the attorneys of COUNTY a dismissal with prejudice of the entire action.

1.4 Other than the lawsuit described in paragraph 1.3, PRADO represents he has not filed any other lawsuits, complaints, or charges against COUNTY and their present and former officers and employees, with any state or federal court agency, based on the events and incidents described in the Recitals. PRADO specifically represent that he will not in the future file, prosecute, participate in, instigate or encourage the filing of any actions, lawsuits, complaints, or charges by any party in any state or federal court or any proceedings before any local, state or federal agency claiming that COUNTY and its agents, directors, officers, employees, representatives, departments, and attorneys, have violated any local, state, or federal laws, statutes, ordinances, or regulations, concerning

any allegations, whether in law or in equity, or tortious conduct, based upon events or incidents, as described in the Recitals above, occurring prior to the date of the execution of this Agreement.

## 2.0 Benefits and Obligations

In consideration of the release and discharge set forth above, COUNTY will pay to PRADO, \$250,000.00 (Two Hundred Fifty Thousand Dollars) without deduction to compensate for alleged personal injuries, attorneys' fees, costs, and all other damages and claims. The check shall be made payable to Jose Prado and The Law Offices of Casco and Associates.

## 3.0 Non-Admission of Liability

This Settlement Agreement and General Release shall not in any way be construed as an admission by COUNTY that they, or any other COUNTY agent or employees, have acted wrongfully with respect to PRADO, or any other person. The COUNTY specifically disclaim any liability to, or wrongful acts against PRADO, or any other person, on the part of themselves, their employees, agents, and/or representatives.

## 4.0 Consultation with Counsel

PRADO represents and acknowledges that he has discussed this Settlement Agreement and General Release with their private attorney, that he has carefully read and fully understands all of the provisions of this Settlement Agreement and General Release, and that he is voluntarily entering into this Settlement

Agreement and General Release.

#### 5.0 Warranty of Capacity to Execute Agreement

PRADO represents and warrants that no other person(s) or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that PRADO has the sole right and exclusive authority to execute this Agreement; and that PRADO has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

#### 6.0 Severability

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect. This Agreement shall survive the termination of any arrangements contained herein.

#### 7.0 Entire Agreement

This Settlement Agreement and General Release contains the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. The terms of this Settlement Agreement are contractual and not a mere recital.

#### 8.0 Costs of Litigation

In entering into this agreement, the Parties acknowledge that each side is to bear its own attorneys' fees, and costs of litigation, and that no claim for such may be made at any subsequent time.

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#### 9.0 Responsibilities of Parties

Each party to this agreement agrees to execute and to deliver such additional documents and instruments, and to perform such additional acts, as may be necessary to effectuate, consummate or perform any of the terms, provisions or conditions of this agreement.

#### 10.0 Enforcement

Each party to this Settlement Agreement and Release reserves any and all right any party may have to enforce this Agreement whether at law, in equity, or otherwise. In the event that there is a dispute with respect to whether any party has breached any of the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys fees.

#### 11.0 Governing Law

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of California.

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## 12.0 Counterparts

The parties hereto, and each of them, further agree that this Settlement Agreement and General Release may be executed in duplicate and in counterparts.

Executed at Tarime, California, this 1 day of April, 2009.

X JOSE P

JOSE PRADO

APPROVED AS TO FORM AND CONTENT:

Dated: 4/1, 2009

LAW OFFICES OF CASCO & ASSOCIATES

By: \_\_\_\_\_  
\_\_\_\_\_  
FRANKLIN CASCO, JR., ESQ.  
Attorney for Plaintiff  
JOSE PRADO

Dated: \_\_\_\_\_, 2009

RAYMOND G. FORTNER, JR.  
County Counsel

By: \_\_\_\_\_

MILLCENT LYNN ROLON

Principal Deputy County Counsel  
Attorneys for Defendants

COUNTY OF LOS ANGELES, et al.